

On June 3, I ordered Gayle to “show cause ... why a judgment in the amount of the overpayment, plus fees, interest, and costs, should not be ordered against him.” *See* ECF No. 189. On June 16, Gayle submitted a letter to the Court, *pro se*, which, in relevant part, conceded that he had been “confused with another Marlon Gayle.” ECF No. 191, at 3.¹ Although Gayle’s letter takes issue with certain representations made by Defendants—*e.g.*, Defendants’ claim that Gayle used part of the overpayment to pay for a vacation—Gayle does not meaningfully dispute that he did in fact receive an overpayment in the amount alleged.

On June 25, Defendants filed a letter notifying the Court that the parties had “reached an agreement in principle” as to repayment. ECF No. 190. However, the parties were never able to memorialize the settlement in writing and their agreement fell apart. Accordingly, on July 31, 2020, Defendants submitted a letter reflecting that it appeared that Mr. Gayle “does not intend to cooperate in the resolution of this issue,” and asking the Court to enter a judgment in the amount of the overpayment, plus fees, interest, and costs. ECF No. 192.

Having considered the submissions of Defendants and Mr. Gayle, I order Mr. Gayle to make the requested repayment to Defendants of \$16,037.86, plus interests, fees, and costs. Defendants are instructed to submit a proposed order of judgment within 14 days of the issuance of this order, which proposed order shall give Gayle 10 days from the date of issuance to make the repayment in full.

SO ORDERED.

Dated: August 3, 2020
New York, New York

_____/s/_____
ALVIN K. HELLERSTEIN
United States District Judge

¹ The letter was dated June 16, 2020, but not docketed until June 26, 2020.